State of Idaho ****

Send invoices to the address listed below or as indicated in the comments or instructions field Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Statewide Blanket Purchase Order SBPO1140 - 01

Statewide Blanket Purchase Order **CHANGE ORDER - 01**

DELIVER

TO: Various State Agencies Located throughout Idaho

Various, ID 83701

Date: Mon Aug 14, 2006

F.O.B: Destination

Terms:

VENDOR: COMADE, Inc.

17915 Sky Park Circle, Suite B

Irvine, CA 92614

Attn: Marketing Manager Vendor Nbr: P00000036182

Emailed To: cschaller@comade.com

Phone: 949 474-0160 Fax: 949 474-0161

Account Number: P00000036182

Start of Sat Aug 19, 2006

Service Date

Sat Aug 18, 2007

End of Service Date:

> RFQ#: RFQ03542 DOC#: PREQ6829

File	e(s) Attached:
0	firextcontspec.doc
	Areasmap.doc
2	

Buyer: State Purchasing BN 208-327-7465

Item No	Description	Quantity UOM		
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		20164.83
	Total:	2016		
Blanket Comments:	CONTRACT FOR FIRE EXTINGUISHERS RENEWAL This contract renewal and the provisions hereof are hereb State of Idaho contract number SBPO1140 for CONTRACE EXTINGUISHERS for the VARIOUS STATE OF IDAHO	y made pa CT FOR F	IRE	hat certain

INSTITUTIONS, AND DEPARTMENTS dated AUGUST 18, 2003 between COMADE, INC. as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is AUGUST 19, 2006.

This contract is renewed for ONE (1) YEAR commencing AUGUST 19, 2006, and expiring AUGUST 18, 2007. The same terms and conditions prevail for the contract renewal period.

By mutual agreement, the new price schedule reflects an 11% increase as per the attached document.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM COMADE, INC. ON FILE AT THE DIVISION OF PURCHASING.

Contract Title:.....Fire Extinguishers
Delivery Zone/Area:.....Statewide Area's A, B, & C

Contract Usage Type:.....Mandatory

Public Agency Clause:Yes

Contract Administration:....Bonnie Sletten

---Phone Number:.....208-332-1606

---E-Mail:.....bonnie.sletten@adm.idaho.gov

Contractor's Primary Contact

---Attn:.....Jeff Hebenstreit

Phone Number:.....949-474-0160 Ext. 708

Fax Number:.....949-474-0161

Toll Free Number......888-923-9922

E-Mail:....jhebenstreit@comade.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION		
001	FIRE EXTINGUISHERS ESTIMATED ANNUAL USAGE (340-28) (nt)	1 LOT	20164.83	20164.83		
	Contract Items & Pricing:See attached price scheo Minimum Dollar Amount:\$50.00	lule				
	Standard Delivery Time:5 working days ARO Order Placement Address: Various, call Rick Cotteen attached specs	for service	e location,	or see		
General Comments:						
	Address:17915 Sky Park Circle, Suite BCity, State, Zip:Irvine, CA 92614					
	THIS CONTRACT, (including any files attached), COIDAHO'S ACCEPTANCE OF YOUR SIGNED BID, (including any electronic bid submission), WHICH SUINCORPORATED HEREIN BY REFERENCE AS T	QUOTAT: JBMISSIO	ION, OR O N IS	OFFER		
	In the event of any inconsistency, unless otherwise proshall be resolved by giving precedence in the following		ein, such ir	nconsistency		
Instructions Freight / Ha	s: andling Included in Price					
		Ву	: BONNIE	E SLETTEN		

FIRE EXTINGUISHER CONTRACT/SPECIFICATIONS

STANDARD CONTRACT TERMS AND CONDITIONS

The STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS (trBASECstdContractTrms.doc (Rev. 7/1/01) and the State's CONDITIONS AND INSTRUCTIONS TO VENDORS (trBASECstdBidTrms.doc (Rev. 7/1/01) are hereby incorporated by reference into this bid solicitation as if set forth herein in their entirety. The STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and CONDITIONS AND INSTRUCTIONS TO VENDORS are located on the Internet at: http://www2.state.id.us/adm/purchasing. If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of the State's STANDARD CONTRACT TERMS AND CONDITIONS and the State's CONDITIONS AND INSTRUCTIONS TO VENDORS. NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS BID SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS AND CONDITIONS IN THE BIDDER'S RESPONSE TO THE BID SOLICITATION.

GENERAL

All fire extinguishers described herein including all component hardware, charge, propellant and packaging shall be new and unused. Prices shall include units fully charged in accordance with manufacturer's recommendations and all requirements herein.

PRICE ADJUSTMENT

PRICE ADJUSTMENT CLAUSE: Prices shall remain firm for the initial length of the contract, except for decreases.

<u>Decreases</u>: The State shall be given the immediate benefit of any price decrease. The Contractor shall promptly notify the Division of Purchasing of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was written.

Should such decreased prices again increase during the term of the contract, including extensions, the Division of Purchasing shall honor the increase if it does not exceed the original contract price and if acceptable documentation verifying the increase is submitted to the Division of Purchasing. The Division of Purchasing shall determine what is acceptable documentation.

<u>Increases</u>: After the initial contract period, if the Contract is renewed or extended, Contract prices may be adjusted upward. The Contractor shall notify the State in writing at least thirty (30) days prior to the effective date of any increases. A request for upward price adjustment shall include acceptable documentation to justify the increase. Any increase shall be limited to the increase of the Consumer Price Index for All Urban Consumers (CPI-U) Table 1,

All Items. The base index will be for the fifteenth month prior to the Contract Renewal Date. Adjustments will be based upon the percentage change (rounded to two decimals) for a one year period beginning with the base index month. Adjustments for a second extension will be calculated in a similar manner.

SPECIAL TERMS AND CONDITIONS

CONTRACT TYPE/TERM

Firm fixed price term, indefinite quantity.

The term of the Contract shall be for three (3) years commencing with the date of award. Upon mutual agreement between the State and the Contractor, there will be three (3) additional one (1) year renewal options.

TRANSITIONAL PERIOD

In the event a replacement Contract is not established to commence immediately after expiration of this Contract, or by termination by the State, it shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract can be completely operational. At no time shall this transitional period be more than ninety (90) days beyond the original expiration date of the existing Contract.

MINIMUM ORDER

State agencies ordering items under the Contract are advised the minimum order size is required to be at least \$50.00 net for all "F.O.B. Destination freight prepaid and allowed" orders. Any combination of items may be used to meet the \$50.00 F.O.B. Destination order amount. Individual orders of less than \$50.00 are exempt from the Contract at the option of either the State or the Contractor. If the Contractor is willing to accept orders of less than \$50.00, these orders will be shipped F.O.B. Destination, freight prepaid and charged, with freight charges listed as a separate item on the invoice and paid by the buyer.

DELIVERY TIMES

Five (5) working days ARO (after receipt of order) unless the Contractor offers a shorter delivery time. Orders will be delivered F.O.B. Destination, freight prepaid to the ordering Agency for orders of \$50.00 or more.

PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging Agencies to use the State contracted Purchasing Card to facilitate small dollar purchases. While at the present time, it is not mandatory that Contractors accept credit card purchases, we encourage all Contractors to consider this alternate payment process. The current card available for State Agency use is a Master Card.

TELEPHONE SUPPORT

The Contractor must accept collect telephone calls and/or provide and maintain a toll-free number for Purchasing Entity usage.

Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

QUARTERLY REPORTS

The Contractor is required to establish a relational database or other sales tracking system from which quarterly sales reports can be produced and furnished to the Division of Purchasing. The Contractor will be required to submit (preferably in electronic format) quarterly reports that provide the following minimum information.

- A. Usage reports by Purchasing Entity and by Purchasing Entity receiving location, indicating all the services performed, the date the services were performed, the quantity of fire extinguishers and the total cost. These reports shall include purchases made by Agencies using State Purchasing Cards.
- B. When possible, reports should be in Excel format.
- C. Custom reports that may be requested from time to time by the Division of Purchasing.

The Contractor shall provide the reports to the Division of Purchasing within thirty (30) days following the end of the quarter. Subsequent reports will be due on each quarterly anniversary thereafter. The quarterly report shall include the Purchasing Entity account numbers and the <u>names of the accounts</u> corresponding to the account numbers. Contractor is required to establish and maintain a relational database or other sales tracking system from which to produce regular (quarterly) reports.

QUARTERLY ADMINISTRATIVE FEE

The prices to be paid by <u>State of Idaho</u>, <u>State Agencies</u> (including Political Subdivisions within the State of Idaho) shall be the prices bid by the Contractor plus one and one-quarter percent (1.25%). The additional percentage shall represent the State's Contract usage administrative fee. The Contractor shall remit on a quarterly basis to the State, through the Division of Purchasing, an amount equal to the one and one-quarter percent (1.25%) of the Contractor's Contract agreement net (sales minus credits) quarterly sales. Checks will be payable to: Treasurer, State of Idaho, and sent to the Division of Purchasing. Checks shall be received promptly, within thirty (30) days following the end of the quarter.

SERVICE EXPECTATION

The contractor shall have representatives available to answer technical questions related to fire extinguishers. Representative(s) shall be familiar with local, state and federal regulations on the proper use of fire extinguishers.

Contractors must maintain an established retail outlet (store) which is open to the general public and is located within the local delivery area of the principal cities of each Area. Such businesses shall have been in business for a period of not less than one (1) year.

LOCATIONS ARE AS FOLLOWS:

Fire Services of Idaho, LLC 2601 Poleline Road Pocatello, Idaho 83201 Ph. 208-232-3640 Fax 208-232-0449

Simplex Grinnell 3821 Professional Way, Ste 12

Dr.

Idaho Falls, ID 83402 Ph. 208-542-1502 Fax 208-542-1525 General Fire, Inc. 616 S. Roosevelt Boise, ID 83705 Ph. 208-344-8711 Fax 208-342-1882

Simplex Grinnell
12443 W. Executive

Boise, ID 83713 Ph. 208-376-2111 Fax 208-376-2192

FIRE EXTINGUISHERS SPECIAL TERMS & CONDITIONS CONTINUED STATE OF IDAHO

- 1.O SCOPE AND CLASSIFICATION
- 1.1 <u>Scope</u> Individual orders will be submitted by single State Agencies.
- 1.2 <u>Classification</u> All units shall be standard, new goods, latest model of regular stock and with all parts regularly used with the items and with no attachment/part which has been substituted/altered or applied contrary to manufacturer's recommended standard practice. Approval shall be stamped on extinguisher in a permanent manner.
- 2.0 APPLICABLE PUBLICATIONS
- 2.1 Applicable portions of the following publications of the issue in effect shall be a part of this specification.
 - A. Factory Mutual
 - B. Federal Specifications Current
 - C. Underwriters Laboratories, Inc.
 - D. National Fire Protection Association Pamphlet 10 and Uniform Fire Code
- 3.0 REQUIREMENTS
- 3.1 All extinguishers shall meet D.O.T. requirements, be tested to Ansi/UL standard approved and comply with the following.
- 3.1.1 <u>Cylinders</u> Cylinders shall be manufactured under appropriate requirements of the Department of Transportation, covering pressure vessels.
- 3.1.2 <u>Horn/Nozzle</u> Horn and/or Nozzle construction shall meet the approved standards for this type of extinguisher.
- 3.1.3 <u>Head/Siphon Tube</u> Head/Siphon Tube and all components shall be of metal and of such construction and design as to eliminate the possibility of a malfunction or operation failure.

- 3.1.4 <u>Valve, Squeeze Type</u> Valve and all components shall be of metal and of such construction and design as to eliminate the possibility of a malfunction or operation failure.
- 3.1.5 <u>Gauge</u> All extinguishers shall be equipped with a "Visual Pressure Gauge", with the exception of the Carbon Dioxide Extinguisher.
- 3.1.6 <u>Hose</u> The construction shall meet the approved standards for this type of extinguisher.
- 3.1.7 <u>Handle</u> All handle components to be of metal and of sufficient gauge to prevent distortion.
- 3.1.8 <u>Brackets</u> Each extinguisher shall be so designed as to allow for bracket mounting. All necessary wall bracket items to be included with each extinguisher. Brackets subject to vibration shall be specifically designed to cope with vibration. **Dry Chemical Pressurized Multi-Purpose**Extinguisher (2 1/2 lb. and 5 lb.) must have bracket which can be mounted in vehicles.
- 3.1.9 <u>Identification</u> Each extinguisher shall have a plate or panel permanently affixed which shall include Bar code label, manufacturer's name, serial number, instructions for use, directions for charging, size and type of extinguisher. Must also include Underwriters Laboratories, Inc. approval with types and ratings.
- 3.1.10 Material The fire extinguisher shall be corrosion resistant. Carbon dioxide fire extinguisher may be steel or aluminum; all other types of fire extinguisher shells shall be stainless steel or painted steel (painted steel shell shall be available in red with the exception of the Water Mist Extinguisher which its shell shall be white with blue trim). The fire extinguisher (including all component hardware), charge and propellant shall be new and suitable for use intended. If a pull-out type pin is utilized to lock the handle in the safety position, the pin must be steel or aluminum as furnished by the manufacturer.
- 3.1 11 Workmanship The fire extinguisher shall be free from defects that will affect its appearance or service ability.
- 4.0 PREPARATION FOR DELIVERY
- 4.1 Each extinguisher delivered shall be newly charged and shall have an approved standard service tag meeting the specifications of the Uniform

- Fire Code. Fire extinguisher must also include a tag for the purpose of recording service dates.
- 4.1.2 All packaging shall conform to applicable freight classification, ICC or Postal regulations, conforming to good commercial practices. Unless otherwise specified, goods are to be packaged and shipped consistent with applicable state and local regulations.
- 4.1.3 Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Product packaging with recycled content offered is encouraged.

5.0 CATEGORY 1

<u>REGULAR DRY CHEMICAL</u> Regular stored pressure fire extinguishers which contain a siliconized sodium bicarbonate based dry chemical with free flowing and non-caking additives. This chemical smothers fires in flammable liquids and pressurized gases and is electrically non-conductive. Hand portable with brackets and bar coded labels. For use where extinguisher is subject to motion, vibration or heavy use. For use in boating, camping, industrial marine or transportation.

5.1 CATEGORY 2

ABC OR MULTI-PURPOSE ABC or Multi-purpose extinguishers which utilize a specially fluidized and siliconized mono ammonium phosphate dry chemical. It chemically insulates Class A fires by melting at approximately 350*F. and coats the surface to which it is applied. It smothers and breaks the chain reaction of Class B fires and is a non-conductor of electricity. Hand portable, with brackets and bar coded labels. For stationary use in Offices, Industrial, and Commercial.

NOTE: Not for Aircraft or delicate Electronic Equipment.

5.1.1 CATEGORY 3

<u>WATER</u> Water is the fire fighting agent in a stainless steel, stored pressure extinguisher with dent protecting black plastic boot. The cooling, soaking and penetrating 45-55 ft. stream and 50 sec. discharge time is for use on class A fires. Hand portable, with brackets and bar coded labels. Suitable for use where there is stacked paper, wood, cardboard or cloth. Extinguisher must be received fully charged and ready for use.

<u>WET CHEMICAL</u> Wet chemical stainless steel extinguishers must be tested and approved for the new class K listing by UL specifically for restaurant kitchen hazards. Special potassium acetate based, low PH wet chemical agent fine mist discharge helps prevent grease splash and fire reflash while cooling the appliance. The recent trend to more efficient cooking appliances and use of unsaturated cooking oils dictates the use of a hand portable fire extinguisher with greater fire fighting capacity and cooling effect to combat these very hot and difficult fires. Hand portable, with brackets and bar coded labels.

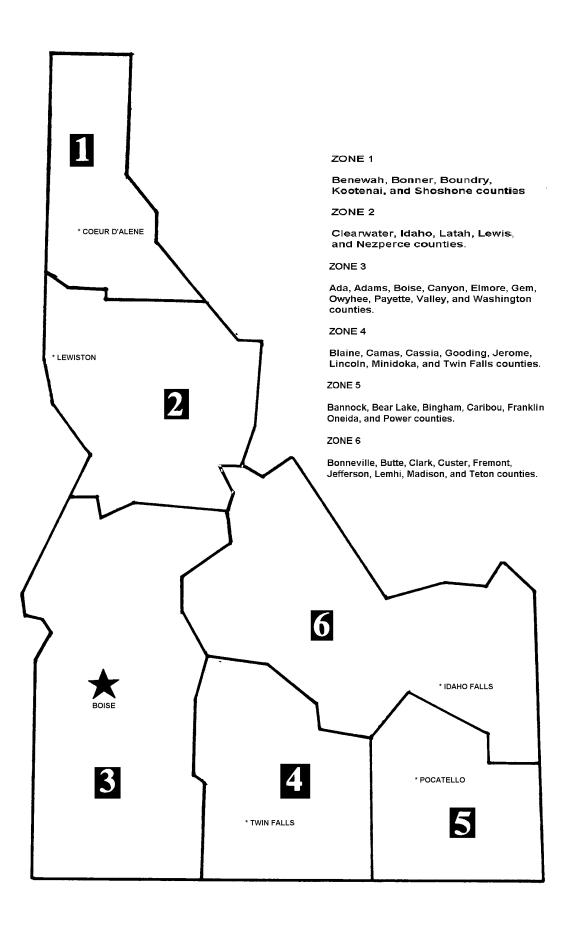
<u>DISTILLED WATER MIST</u> Hand portable with brackets and bar coded labels.

5.1.2 CATEGORY 4

<u>CARBON DIOXIDE</u> Carbon Dioxide is discharged as a white cloud of "snow" which smothers a fire by eliminating its oxygen. It is effective for class B flammable liquid fires and is electrically non-conductive. Carbon Dioxide is a clean, non-contaminating, odorless gas, safe for use on clothing, equipment, valuable documents or food. Hand portable, with brackets and bar coded labels.

5.1.3 CATEGORY 5

<u>BRACKETS</u> Brackets, vehicle type for mounting in area subject to motion vibration or heavy use. Wall mount hangers (or wall hook) for mounting extinguishers in stationary positions on wall. Each bracket has a cross-reference to the extinguisher that will fit by part number.



STATEWIDE FIRE EXTINGUISHER PRICE SCHEDULE ALL AREA'S A, B & C

ITEM	EXTINGUISHER DESCRIPTION	UL RATING	MANUFACTURER NAME		
#			PRODUCT	STOCK#	PRICE

CATEGORY 1 - REGULAR DRY CHEMICAL

1	2 1/2 lb, Aluminum, Nozzle, 17' Range	10-B:C	Ansul	429105	20.08
2	5 lb, Aluminum, Nozzle, 16' Range	40-B:C	Ansul	429014	30.43
3	10 lb, Aluminum, Hose/Nozzle, 19' Range	40-B:C	Ansul	429015	50.24
4	20 lb, Aluminum, Hose/Nozzle, 22' Range	80-B:C	Ansul	429017	75.30

CATEGORY 2 - ABC OR MULTI-PURPOSE

5	2 1/2 lb, Aluminum Nozzle, 17' Range	1-A:10-B:C	Ansul	429101	20.54
6	5 lb, Aluminum, Hose/Nozzle, 14' Range	3-A:10-B:C	Ansul	429101/429102	27.27
7	5 lb, Aluminum, Hose/Nozzle, 14' Range	3-A:40-B:C	Ansul	429102/429103	28.96
8	10 lb, Aluminum, Hose/Nozzle, 19' Range	10-A:60-B:C	Ansul	429003	44.62
9	20 lb, Aluminum, Hose/Nozzle, 22' Range	20-A:120-B:C	Ansul	429006	75.30

CATEGORY 3 - WATER, WET CHEMICAL AND DISTILLED WATER MIST

10	2 1/2 Gal., Stainless Steel, Water Stored	2A	Ansul	430847	64.06
	Pressure, Hose & Nozzle, 45-55' Range				
11	2 1/2 Gal., Stainless Steel, Wet Chemical	2-A:K/1-B:K	Ansul	430849	116.22
	Hose & Wand, 10-12' Range				
12	2 1/2 Gal., Water Mist, Hose & Wand, 10-	A2:C	Amerex	#272	152.07
	12' Range. Antiseptic White Paint finish				

CATEGORY 4 - CARBON DIOXIDE

13	5 lb, Aluminum, Horn, 3-8' Range	5-B:C/6-B:C	Ansul	431553	99.57
14	10 lb, Hose & Horn, 3-8' Range	10-B:C/10-B:C	Ansul	431554	148.41
15	15 lb, Hose & Horn, 3-8' Range	10-B:C/10-B:C	Ansul	431555	174.72
16	20 lb, Hose & Horn, 3-8' Range	10-B:C/10-B:C	Ansul	431556	209.46

COMADE INC. IRVINE, CA

FIRE EXTINGUISHER BRACKETS PRICE SCHEDULE ALL AREA'S A, B & C

ITEM	BRACKET DESCRIPTION	MANUFACTURER NAME	
#		PRODUCT STOCK #	PRICE

CATEGORY 5-A - VEHICLE/MARINE/AVIATION BRACKETS

17	Vehicle/Marine bracket will fit general or	Ansul	24610	4.16
	2 1/2 lb size			
18	Vehicle/Marine bracket will fit general or	Ansul	429146	5.28
	5 lb size			
19	Vehicle bracket will fit most general and	Ansul	30865	23.27
	10 lb size			
20	Vehicle bracket will fit most general & all	Ansul	30937	27.76
	Amerex 2 1/2 gal. water, 10, 15 & 20 lb			
21	Vehicle bracket will fit 20 lb	Ansul	30937	25.01

CATEGORY 5-B - WALL HANGER BRACKETS

22	Wall bracket will fit 2 1/2 & 5 lb	Ansul	2 1/2 lb 21873 5 lb 54405	1.91
23	Wall bracket will fit 10 lb	Ansul	42822	2.44
24	Wall bracket will fit 2 1/2, 10 & 20 lb	Ansul	428222	3.45
25	Wall bracket will fit 2 1/2 lb	Ansul	24323	1.79
26	Wall bracket will fit 5 lb	Ansul	79356	1.98
27	Wall bracket will fit 10 & 15 lb.	Ansul	79375	2.09
28	Wall bracket will fit 20 lb	Ansul	79358	3.45